rds, "a me na mea e pili pono ana," are atly broad in their signification to carry ming appurtenant to the land embraced in the and that the court ought to regard the n version of the deed as controlling, there appears a difference between that English, for two reasons : first, because the therself was a native, and a person of inteland must therefore be presumed to have into convey whatever would pass under the of the deed, as expressed in her own lanand, secondly, because the court has decidseveral previous cases that, in construing the

h languages, thus accepting the English vers the exact counterpart of the Hawaiian, and onceded, the proper course would be to dethe instrument void for uncertainty.

ian, and not the English version, should the defendant does really exist, which, we is not clear. It is true this court has rely ruled, as stated by the defendant, that, in e of an irreconceleable difference between waiian and English versions of a statute, mer shall control; (See Metcalf vs. Kahai, Rep. p. 225; Hardy vs. Ruggles et als, Ibid, but, it seems to us that the same considewhich constrained the court so to decide in ase, do not exist in the present instance. hed before us, with the exception of those stensively used here, in dealings between and foreigners, since the enactment of laws

other connection, or under other circum- transfer of those rights. would convey a widely different meaning, w before us, been accepted by the general of natives and foreigners using such formeaning precisely the same things, and more nor less than those two legal terms. en as purely legal phraseology, or words ical import, are concerned, it would seem th unsafe and unreasonable, to hold that saiian translation, and not the English erhould govern, when a question arises upon truction of any part of the deed, where al or technical language is used. Such a rould unbar the door to endless litigation ad, and involve our courts in a maze of un-

ontended, further, on the part of the dehat the conduct of the grantor, in withher luna from Pauloa, at the time of her n of the conveyance, and in subsequently, time of her death, forbearing to take or y fish on the reef opposite the land sold to mery, and the like forbearance on the part aintiff, for several years, afterwards, are sidence in favor of the defendant, and facts ich it may be fairly inferred, that M. Keintended to grant away the fishing w, at least, all her rights in the fishery. is replied, that such a grant cannot be from circumstances, or from the conduct cantor, but must be found, if at all, in the language of the deed.

the fact of her withdrawing her luna from after the sale of that land to Isaac Mont-We consider it a natural consequence of the of slight significance as to any bearing it apposed to have upon the disputed queshe fishery. If, however, there was any to the grantor's intentions, arising from unusual or ambiguous language, then, her subsequent, forbearance to take or upon the place is question, might be reevidence tending to sustain the construcsended for by the defendant. But, it is or minds, for the reasons already stated ing upon the descriptive part of the deed, did not intend to include therein, or to ereby, any part of the fishing ground to ery: nor did she convey to him her indihits of piscary, under the words, "tene-

hereditaments situate thereon." the rights of piscary possessed by M. a mere appurtenance to the piece of land lo Isaac Montgomery. She could have the fishery, or her right therein, only grant, eo nomine. Had she made a of the whole ahupuan, by metes and including the fishery, nor expressly

version, thus: "and all the tenements and naming it in the conveyance, it is doubtful if either aments situate thereon." It is said that the fishery or her rights therein would have passed to the grantee.

Again, if the grantor had conveyed the fishery, or her individual rights therein, by name, to Isaac Montgomery, that would not have conferred upon per month, payable in advance. him the exclusive right which is now set up by the detendant, because M. Kekauonohi herself was not possessed of an exclusive right. It may even be doubted whether she could have conveyed away the portion of the fishing ground lying opposite to Puuloa, or her special rights therein, so as to divide the fishery, without infringing on the rights of the tenants living on "Honouliuli." Certainly if her grantee had tabooed one kind of fish, on his part of the kingdom, which are enacted in both of the ground, while she tabooed another kind upages, wherever an irreconcileable difference on the other part, the rights of the tenants would between the two versions, the Hawaiin must have been violated. And if she could have divided On the other hand, it is argued that the the fishing ground into two parts, she could have se, who is an Englishman, received the deed divided into twenty, and so have rendered the rights of the tenants worthless.

But, while we are clearly of the opinion that therefore, he and those claiming under him, M. Kekauonohi did not convey any part of the be bound by the English version; that the fishing ground, or of her individual rights therein, both versions forms but one instrument, to Isaac Montgomery, we are also of opinion that, nat if the language of one is altogether in- when he received a conveyance of a portion of the gent with that of the other, which, however, ahupuaa of "Honouliuli," he acquired along with it a common right of piscary in the fishing ground adjacent. That is to say, he became, for the pursinvolves a question of considerable magni- poses of the law, governing this subject, a tenant the decision of which may affect the rights of the ahupuaa, and as such entitled to take fish perests of many individuals throughout the in the sea adjoining. We understand the word m. After careful reflection upon the point, tenant, as used in this connection, to have lost its of the opinion that it would be both unsafe ancient restricted meaning, and to be almost synreasonable, for the court to hold that the onymous, at the present time, with the word occupant, or occupier, and that every person occupying in this instance, if the difference contended lawfully, any part of "Honouliuli," is a tenant within the meaning of the law. Those persons who formerly lived as tenants under the konohikis but who have acquired fee simple title to their kuleanas, under the operation of the land commission, continue to enjoy the same rights of piscary that they had as hoaainas under the old system. (See Joint Resolutions on the subject of rights in lands, &c. vol. 2, Statute Laws p. 70.) If any person who has acquired a kuleana on the ahupuaa of "Honouliuli," should sell and convey his land, or even a part of it, to another, a common right of f it which are descriptive, consists of a piscary would pass to the grantee, as an appurteformula, in the two languages, which has nance to the land. In that case it would not be necessary, we apprehend, to mention the right of piscary in the conveyance-it would pass as an ining conveyances of real estate to be made in cident. (See Kent's Com. vol. 4, p 517; Comyns's The English version of this formula is, Digest, vol. 4, title Grant, E 11.) . Here, we se, the original, and the Hawaiian merely a think, is the great distinction between the rights nion. There do not exist in the Hawaiian of the konohiki, and those of the tenant or occuge, two words which would exactly repre- pant, for, while the former holds the fishery as his two English words, tenements and heredit- private property, the latter has only a right of pis-The exact legal signification of those cary therein, as an incident to his tenancy. This ould not be expressed in Hawaiian without marked distinction in their respective rights, must ficulty, and therefore, words, which if used create a corresponding difference in regard to the

As the conveyance by the owner of a kuleana, of hen used in the printed formula of convey- a part of his land to another, would create such a tenancy in the grantee as would entitle him to a common right of piscary, so, in our opinion, the conveyance to Isaac Montgomery, by M. Kekauonohi, of a part of the ahupuaa, created such a tenancy, as carries with it, as an appurtenance thereto, under our laws, a common right of piscary subject, always, to the rights of the grantor, and her

legal representatives. No specific damage having been proved by the plaintiff, we think he is only entitled to recover

nominal damages. Let judgment be entered for the plaintiff, as of the last day of term, in the sum of five dollars damages, together with the costs of suit.

A. B. Bates, Esq., for the Plaintiff. J. Montgomery, Esq., for the Defendant.

GENERAL ADVERTISEMENTS.

New Goods! New Goods!!

JUST RECEIVED AND FOR SALE BY THE UNDER-

signed-Oyster crackers, soda crackers, butter crackers, Wine crackers, water crackers, ginger snaps, Jenny Lind cakes, smoked herrings, refined lard, Crushed sugar, dried apples, split peas, corn meal, English dairy cheese, sugar cured hams,1 Codfish, Carolina rice, white beans, California onions, Cranberries, maccaroni, vermicelli, Zante currants, citron peel, soft shell almonds, Nutmegs, super Oolong tea, super green tea, Indian corn, new hops, English walnuts, IIf bbls Haxall flour, 2-lb tins oysters. 1-th tins oysters 1 and 2-th tins lobsters, 2-th tins clams, 1-th tins ass'd meats, 1-th tins sausage, 1-th tins game, 1 and 2 th tins green peas. 2-15 tins turnips, 1-15 tins green corn, 2-th tins peaches, 2th tins quinces,

2-th tins pears, 2-th tins damsons, 2-lb tins green gage, 2-lb tins prunes, 2-lb tins apricots, 2-lb tins cranberry jam, 2-th tins cranberry sauce, 2 th tins currant jelly, 1-th tins raspberry jam, 1-th tins strawberry jam, Ass'd English jams, bloater paste, American pickles, English pickles, English mustard, cassia and allspice, Cloves, ginger, cream tartar and soda, Saleratus and black pepper, tomato ketchup, Olive oil and lemon syrup, raspberry vinegar, English pie fruits, caper and pepper sauce, Chutnee and ass'd sauces, India curry powder, Ass'd herbs, cayenne pepper, caraway seed, Yeast powder, French mustard, bottles candies, Pembroke salt, Spanish olives, stearine candles, Cider vinegar, corn starch, super chewing tobacco, Anchovies and salt, pearl sago, tapioca, Mess pork, Mason's blacking, pain-killer, Dupont powder, Castile soap, fine cut tobacce,

Constantly on hand-Fresh Ground Coffee.
T. MOSSMAN & SON. 25-11

Bags California flour, corn brooms, brown soap.

BREAD, BREAD. 16 LOAVES OF GOOD BREAD FOR ONE DOLLAR! AT THE Store of C. BRINIG, corner of Hotel and Mauna Kea sts.

HOUSES, LANDS, &C.

CHAMBERS, TWO IN SUITE. TO BY LET-EDEN CHAMBERS, on Nuuanu street. Rent for every two rooms \$20

Apply to Mr. GEORGE WENTZEL, who lives on the premises.

To be sold or let. WO VILLAS, each with every convenience for a family, in Nuuanu Valley, close to Rosebank MRS. PATY,

on the premises-or in Honorulu to R. C. WYLLIE,

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FOR SALE.

SEVERAL COTTAGE SITES in the Valley adjoining the Village of Honolulu—consisting of highly productive Kalo lands, with never failing streams of water, and a fish pond. Also, a Tract of four lots on the plains, bounded by three streets. enquire at this office.

To Let,

For a term of five years, or more, on reasonable terms, that portion or LOT OF LAND, situated on Waikiki Plain (adjoining the lots on Thomas' Square,) and belonging, in fee simple, to Mr. Joseph Henry Ray.

For Terms and other particulars, apply by letter addressed to Mr. JOSEPH HENRY RAY, or his At ornev care of the Postmaster, Honolulu.

For Lease!

THAT VALUABLE TRACT OF LAND SITU-THAT VALUABLE TRACT OF LAND SITU-ated in Manoa Valley, belonging to the estate of E. M. Rogers, deceased, upou which is a Wooden House of respecta-ble dimensions. Persons desirous of leasing the above will negotiate with the undersigned.

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FOR SALE OR RENT THE TWO-STORY STONE PREM ISES, known as the BULL'S HEAD MAR-KET, situate on Merchant street, and heretofore occupied by F. Bertelmann. The house, provided with water from the government pipes, and built with the utmost care, has superior accommodations in every respect; a very large, deep and very dry cellar, which is particularly adapted to storage of provisions; a cool and spacious room, used as a Butcher Shop, and well fitted for any business, and an upper story, containing three commodious rooms,

with a verandah on each side of the house. The yard has an entrance for horses and carriages, and a stable for two horses. Inquire of

S. SPENCER.

For Sale or to Let.

Board of Education.

Honolulu, Oct. 2, 1857. TO RENT!

THE COTTAGE and Ground adjoin-I ing, on the Nuuanu road, at present occupied by the Rev. J. D. Strong. Possession given on the 1st of December next. Apply to W. H. PEASE.

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THE DWELLING PREMISES formerly belonging to Rob't G. Davis, situated between Dr. Wood's and C. R. Bishop's residences. Terms easy. ASHER B. BATES. [12-tf]

Apply to Cottage to Let.

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Register Office, May 1, 1857.

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"HE well-known Hospital Premises on Waikiki I Plains, with all the improvements necessary for the comfort of a family.

These premises comprise an area of about ten seres, and are well fenced. Apply to JOSEPH BOOTH, National Hotel.

TO LET OR LEASE.

THE SUBSCRIBER would in orm the PUBLIC that, the large and commodious

BALL ROOM of the National Hotel, with Chandeliers, Furniture, &c., is offered for rent by the month, | For sale by week, or single night. This room is particularly adapted to Concerts,

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LARGE and commodious residence in Naua-A nu Valley, about a mile and a half from town. W. L. GREEN. Terms moderate. Apply to Honolulu, June 14th, 1856.

TO LET.-Sleeping Rooms. Enquire of Mr. HUMPHREYS, Garden street. 1-tf

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TORE LOTS ON FORT STREET, BETWEEN

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In Quantities to suit Purchasers.

CHAMPAGNE in pints and quarts; Extra Fine CLARETS; Superior SAUTERNE; RHENISH WINES; MUSCAT; PORT WINE; MADEIRA; Choice BRANDIES; PEPPERMINT and ANNISETTE; Genuine HOLLANDS GIN; Common GIN; OLD TOM; KIRSCHWASSER, etc. etc.

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TTHE OLD WINE STORE, Foot of Kaahu-1 manu St., offer for sale

BRANDY in kegs and barrels; Martell's;

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Sazarac; RUM in kegs;

JAMAICA RUM in cases; Genuine OLD SCOTCH WHISKY, in 1 doz cases; MONONGAHELA WHISKY, in bbls. & kegs; Fine OLD MONONGAHELA WHISKY in 1

loz. cases. HOLLANDS GIN in cases; SCHEIDAM GIN in cases; Wolfe's SCHEIDAM SCHNAPPS; HOSTETTER'S BITTERS; BOKER'S STOUGHTON'S CLARETS of different kinds; HOCKHEIMER;

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Ships' Stores, Duty Free.

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dence corner of Fort and Chaplain sts.

Possession given on the 1st of January

Possession given on the 1st of January

Possession given on the 1st of January next. Enquire of J. FULLER, at the Office of the above articles, all of the choicest brands. He will always have on sale as complete a stock as is procurable in the market. He offers the following articles, all of the first quality, on reasonable terms :

Anderson's Solace, Buffalo Chips, Citron, Morning Glory, J. Patrick & Co.'s Diamond P. Honey Dew. Golden Leaf.

Luscious Luxury, Natural Leaf, Richmond 8's, Varina's Canister, Spanish Mixed. Aromatic,

Let her Rip, Manila Cigars No. 2, twist ends, Cheroots, Havanna Cigars in fancy boxes, Fancy Snuffs, etc. ALSO .- A General Assortment of GROCERIES

Hotel street, near the French Hotel. 8-3m* Pale and Golden Sherries and Port.

TUST RECEIVED PER "GAMBIA," FROM Tuke, Holdsworth & Co., London, bottled gen-"Vino Seco de Xeres de la Frontera."

Also on hand, a small quantity of the well known GENUINE FRUITY PORT,

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JUST RECEIVED. MALIFORNIA CHEESE, HALF BOXES RAISINS, JUJUBE PASTE, T. MOSSMAN & SON.

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DRESERVED TAMARINDS FOR SALE PRICE 50 CTS. per pound. Enquire at the National Hotel. JOSEPH BOOTH

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FEW COPIES of the finely executed lithe-A graphic portrait of His Majesty the King, are for sale by the subscriber. The picture is 22 by 25 inches in size, and can be procured unframed or in fine guilt frames, neatly made. Price in gilt frames, \$10,00 each, in the sheet un-

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